GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Loans and Advances – House Building Advance – Sri M. Yedukondalu, Assistant Secretary to Government, School Education Department – Advance for construction of a house in the plot at Survey No 541/1 at Jagareddygudem in West Godavari District – HBA of Rs. 15,00,000/- (Rupees fifteen lakhs only) – Orders – Issued.

SCHOOL EDUCATION (OP) DEPARTMENT

G.O.MS.No. 53 Dated: 20-07-2016

Read the following:

1) G.O.Rt. No.1555 Finance (HR.VI.A&L) Department, dated 13/6/2016
2) G.O.Ms. No.130, Finance (HR.VI.A&L-TA) Department, Dt. 1.7.2016.
3) G.O. Rt. No 134 School Education (OP) Department, dated 4/7/2016
4) Application of Sri M. Yedukondalu, Asst Secretary to Government dated 1/5/2015

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O R D E R :-

Pursuant to the orders issued in the references 1st to 3rd read above, sanction is hereby accorded for the grant of House Building advance to Sri M. Yedukondalu, Assistant Secretary to Government, School Education Department, for the Construction of New House on the site already owned by the employee.

2. Under article 226 and 233-A of A.P. Financial Code Volume-I, sanction is hereby accorded to an advance of Rs.15,00,000/- (Rupees fifteen lakhs only) for construction of a new house in the plot at Survey No 541/1 at Jagareddygudem in West Godavari District, which shall be paid to Sri M. Yedukondalu, Assistant Secretary to Government, School Education Department as follows:

a) The 1st instalment of Rs. 5,00,000 lakhs (Rupees five lakhs only) shall be paid immediately. He should mortgage the land along with the house to be built thereon immediately in favour of Government. (in Form-XII)

b) The 2nd instalment of an amount of Rs. 5,00,000/- (Rupees five Lakhs only) shall be paid to the loanee when the walls reach lintel level.

c) The 3rd instalment of Rs.5,00,000/- (Rupees five lakhs only) shall be payable to the loanee after the construction of the building has reached the roof level provided the department is satisfied that the development of the areas in which the house is built is complete in respect of amenities such as water supply, lighting, roads, drainage and sewerage.

d) That the construction of the house shall be carried out exactly in accordance with the approved plan, estimates and specifications in the prescribed forms which should be submitted to Government along with the Mortgage Deed;

e) That he insures the house immediately on completion of construction at his own cost for a sum not less than the amount of the advance with interest due thereon and shall keep it so insured against damage by fire, lighting, cyclone and floods, year after year till the advance with interest due thereon is fully repaid to Government and deposit the Policy with the Government.

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f) That the construction is completed within 18 months of the date on which the first instalment of the sanctioned advance is drawn by him;

g) That the house is maintained in good condition, repair at his own cost and shall continue to pay all the Municipal Taxes and local taxes regularly until the advance has been repaid in full;

h) That he shall keep the building from all encumbrances; and

i) That any amount drawn by him in excess of the expenditure incurred should be refunded to Government together with interest thereon if any, forthwith.

3. Grant of advance is also subject to the following conditions:

1) That the construction of the house:

a) Shall be carried strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been sanctioned. The plan and specifications must not be departed from without the prior concurrence of the Government. The grantee shall certify when applying for instalments of advance admissible at the plinth and roof level in accordance with the plan and estimates furnished by him to the Government that the construction has been carried out that the advance has actually been used on the construction of the house. The Government may if necessary arrange to have inspection carried out to verify the correctness of the certificates.

b) The construction of the building shall be completed within 18 months of the date on which the first instalment of the advance is paid to the grantee. Failure to do so will render the grantee liable to refund the entire amount advanced to him (together with interest thereon) in one lump sum. The date of completion must be reported to Government without delay.

c) Immediately on completion of construction of the house the grantee shall insure the house at his own cost, for a sum not less than the amount of the advance and shall keep it so insured against damages, by fire, flood or lighting until the advance is fully repaid to the Government and deposit the policy with the Government.

d) The house must be maintained in good condition, at the own cost of the loanee and the grantee shall continue to pay all municipal and local taxes regularly until the advance has been repaid in full. He shall also keep it free from all encumbrances.

4. This loan together with interest at the provisional rate of 5 ½% (simple interest) per annum shall be recovered as per the rules and orders issued from time to time. The recovery of Principal amount shall be made first and then interest.

5. The recovery of the advance granted to the above individual shall commence from the month following the completion of the house or the nineteenth month after the date on which the first instalment of the above is paid to the grantee whichever is earlier. The recovery of the advance shall be affected through the monthly pay/leave salary bills. The principal amount of the advance granted shall be recovered @ 5.5% per annum in 125 monthly instalments @ Rs.12,000/- (Rupees Twelve thousand only) and the interest shall be recovered in (30) instalments thereafter. The balance of the advance and the interest, if any, outstanding at the time of retirement or death of the loanee shall be recovered from his D.C.R.G. The date of superannuation of the loanee is 31.07.2030.

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6. For the misuse of the loan amount and non observance of the House Building Advance Rules, penal interest at 1 ½ times the normal rate shall be levied besides taking disciplinary action in the C.C.A Rules against the defaulter as laid down in G.O.Ms.No.259, Finance (CP&L) Department, dt. 30.09.1965.

7. In case, the Grantee does not repay the balance of the advance due to Government on or before the date of retirement, it shall also be open to Government to enforce the security of the Mortgage at any time and recover the balance of the advance due, together with interest by sale of the house or in such other manner as may be permissible under Law. For any reasons other than the normal retirement on superannuation or if he dies before the repayment of the Advance which shall become payable to Government forthwith. The property mortgaged to Government shall be reconvened to the grantee (or his successors in interest as the case may be) after the advance together with the interest thereon has been repaid to the Government in full.

8. The Dy. Pay & Accounts Officer, Secretariat Branch, Hyderabad is informed that the spouse of the individual is not a Government servant. He is also informed that Sri M Yedukondalu Assistant Secretary to Government has submitted surety and Agreement Bonds and the same are retained in the Department for record and his wife is not a Government servant.

9. The expenditure shall be debited to the Head of Account "7610 – Loans to Government Servants – MH 201 – House Building Advance – S.H. (05) – Loans to Other Officers – 001 – Loans to Other Officers".

10. Necessary entries are made in the Service Register of the individual.

11. This order is available on Internet and can be accessed at address http://www.ap.gov.in/goir

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

R.P. SISODIA
PRINCIPAL SECRETARY TO GOVERNMENT (SE) FAC

To
Sri M. Yedukondalu, Assistant Secretary to Government, School Education Department. AP Secretariat, Hyderabad
Copy to the SE-OP (Claims) Department
Copy to the Deputy Pay & Accounts Officer, Secretariat Br. Hyderabad.
The Finance & Planning (A&L) Department.
The A.G.A.P. Hyderabad.
SF/SC

//FORWARDED BY ORDER//

SECTION OFFICER